

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL NO.
v.	*	SECTION:
JEFFERY MARTIN BENTLEY	*	
a/k/a JEFF BENTLEY		
	* * *	

FACTUAL BASIS

Should this matter have gone to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant:

The defendant, **JEFFERY MARTIN BENTLEY, AKA JEFF BENTLEY (“BENTLEY”)** has agreed to plead guilty as charged to the one-count Bill of Information charging him with violating Title 18, United States Code, Section 371, by conspiring to violate Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2) as follows:

(1) by a person who was an agent of the State of Louisiana, by corruptly soliciting, demanding, accepting and agreeing to accept anything of value from any person, intending to be influenced and rewarded in connection with business, transaction and a series of transactions of the State of Louisiana involving anything of value of \$5,000 or more, namely the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, and the approving or recommending the approval of invoices for pipe cleaning work allegedly performed on that project; and

(2) by corruptly giving, offering, and agreeing to give anything of value to any person, with the intent to influence and reward an agent of the State of Louisiana in connection with business, transactions and a series of transactions of the State of Louisiana involving anything of value of \$5,000 or more, namely, the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, referred to above, and the approving or recommending the approval of invoices for pipe cleaning work performed on that project;

all in violation of Title 18, United States Code, Section 371.

An agent from the Federal Bureau of Investigation ("FBI") would testify that the State of Louisiana received federal financial assistance and benefits in excess of \$10,000 during the one-year period preceding September 30, 2008 and that the Department of Transportation and Development (DOTD) is an agency of the State of Louisiana. A representative of Boh Brothers Construction Company (Boh Brothers) would testify that Boh Brothers was the prime contractor on a \$72 million project for construction and improvement of Interstate 10 in Jefferson Parish, Louisiana, 90% of which was financed by the U.S. government ("The I-10 Project"). The contract was being overseen by the DOTD. **BENTLEY** was employed by DOTD and, therefore, was an agent of the State of Louisiana. He served as the *de facto* project engineer of The I-10 Project after the resignation of the previous project engineer. **BENTLEY**

supervised the day-to-day operations of the DOTD inspectors who determined whether work had been properly completed for The I-10 Project.

BENTLEY had been acquainted since the 1970's with **ALBERT F. ANDRE, JR. AKA BUDDY ANDRE**, the general superintendent of the pipe department of Boh Brothers. During the spring of 2008, **BENTLEY** had a conversation with **ANDRE** concerning the fact that there was a line item in the contract for The I-10 Project which allowed up to \$330,000 to be expended on pipe cleaning. The two men discussed the fact that if pipe cleaning were performed by a subcontractor, rather than by employees of Boh Brothers, then the invoices could be inflated and the two could make some money for themselves.

In late summer 2008, **BENTLEY's** superior at DOTD instructed him to ensure that pipes located at The I-10 Project site were cleared because of an approaching storm. **BENTLEY** contacted **ANDRE**, who arranged for **LABICHE's** plumbing company to perform the work. About a month later, after **LABICHE's** plumbing company had been paid by Boh Brothers for the work, **LABICHE** gave **BENTLEY** a \$25,000 check. **BENTLEY** cashed the check and gave \$5,000 of the cash from the check to **ANDRE**. However, **ANDRE** later gave the \$5,000 back to **BENTLEY**, indicating he (**ANDRE**) had also been paid by **LABICHE**.

In November 2007, there was need to clean pipes again on The I-10 Project, and **ANDRE** indicated he would ask **LABICHE** to perform the pipe cleaning. After **LABICHE's** company's invoice had been paid by Boh Brothers, **LABICHE** gave **BENTLEY** two checks at the same time and requested that **BENTLEY** wait a week after cashing the first check before cashing the second. The two checks were dated January 8, 2008 in the amount of \$20,000, and January 14, 2008 in the amount of \$20,000.

BENTLEY cashed the two checks and from the proceeds he gave \$5,000 in cash to **ANDRE** and \$5,000 in cash to **GUY**.

On two later separate occasions, **BENTLEY** gave **GUY** \$2,000 in proceeds from the payments he received from **LABICHE**. **BENTLEY** paid **GUY** a total of \$9,000 in cash payments out of the kickbacks **BENTLEY** had received from **LABICHE**. Those payments were made in return for **GUY**'s having signed the pipe cleaning invoices which was sufficient authorization for payment of the invoices by Boh Brothers.

BENTLEY received the following additional checks from **LABICHE**:

DATE	AMOUNT
May 29, 2008	\$4,500
June 2, 2008	\$4,500
July 2, 2008	\$10,000
July 3, 2008	\$10,000
September 10, 2008	\$6,165
September 11, 2008	\$6,165

BENTLEY, as *de facto* project engineer employed by the DOTD, was responsible for ensuring that work performed on The I-10 Project was inspected to verify it had been performed in a satisfactory manner. Although **BENTLEY** sometimes saw employees of **LABICHE**'s plumbing company or **LABICHE**'s family members at the site of The I-10 Project at a time when pipes were to be cleaned, he took no steps to ensure that the work was inspected by DOTD employees to verify it had been performed in a satisfactory manner. The alleged pipe cleaning work often was scheduled to be performed on weekends or after hours, and **BENTLEY** was aware that no DOTD employees were present at such times to perform inspections of the work.

BENTLEY solicited, demanded and accepted payments from **LABICHE** intending to be influenced and rewarded in connection with a series of transactions of the DOTD, an agency of the State of Louisiana involving a thing of value of over \$5,000. In total, **LABICHE** billed Boh Brothers the sum of \$323,422.55 for pipe cleaning on The I-10 Project, and Boh Brothers paid \$228,887.20 to **LABICHE**'s plumbing company. **BENTLEY** received the total sum of \$106,330 in payments from **LABICHE** and of that amount he gave \$5,000 to **ANDRE** and \$9,000 to **GUY**.

Bank records would be offered in evidence to show the financial transactions described above which involved checks.

EILEEN GLEASON
Assistant United States Attorney
LA Bar Roll No. 11976

Date

DAVID COURCELLE
Attorney for Defendant, Jeffery Martin Bentley

Date

JEFFERY MARTIN BENTLEY
Defendant

Date